

69-08/EEL

FREEHILL HOGAN & MAHAR LLP  
Attorneys for Plaintiff  
SAN JUAN NAVIGATION (SINGAPORE) PTE. LTD.  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax  
Eric E. Lenck (EL4547)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
SAN JUAN NAVIGATION (SINGAPORE) PTE. LTD

**08-CV- 1562 (RMB)**

Plaintiff,

**ANSWER TO  
COUNTERCLAIM**

- against -

TRANS POWER CO., LTD.

Defendant.

-----  
X

Plaintiff, SAN JUAN NAVIGATION (SINGAPORE) PTE. LTD (hereinafter "Plaintiff" or "San Juan"), by its attorneys Freehill, Hogan & Mahar, LLP, answers the Counterclaim of Defendant TRANS POWER CO., LTD. (hereinafter "Defendant" or "Trans Power") dated April 1, 2008 and states as follows upon information and belief:

1. Admits that Trans Power, as charterer, entered into a charter with San Juan as disponent owner of the M/V FANY under a maritime contract of charter party dated on or about January 8, 2008, but except as so specifically admitted, denies the remaining allegations of paragraph 12 of Defendant's Counterclaim.
2. Admits the allegations contained in paragraph 13 of Trans Power's Counterclaim.

3. Admits that under certain circumstances attorneys' and arbitrators' fees, disbursements and costs are recoverable in London arbitration and that Trans Power alleges that it asserts or will assert such a claim for \$475,000, but except as so specifically admitted, denies knowledge or information sufficient to form a belief with respect to the remaining allegations contained in paragraph 14 of Defendant's Counterclaim.

4. Denies the allegations contained in paragraph 15 of Defendant's Counterclaim.

5. Admits that no security has been provided by Plaintiff in this or any other court for costs of \$475,000 claimed by Trans Power, but except as so specifically admitted, denies the remaining allegations contained in paragraph 16 of Defendant's Counterclaim.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

6. Defendant's Counterclaim fails to state a claim against Plaintiff upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

7. The Counterclaim is barred by operation of law.

**THIRD AFFIRMATIVE DEFENSE**

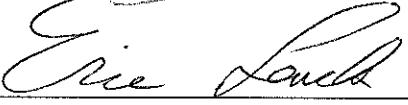
8. Plaintiff reserves its right to arbitrate any and all counterclaims in London pursuant to the terms of the January 8, 2008 charter party.

WHEREFORE, San Juan respectfully prays that Trans Power's Counterclaim be dismissed, that Plaintiff be awarded its costs, expenses and attorney fees incurred in connection

with the defense of the Counterclaim, and this Court grant San Juan such other and different relief as it may deem just and proper in the premises.

Dated: New York, New York  
April 23, 2008

FREEHILL HOGAN & MAHAR, LLP  
Attorneys for Plaintiff

By: 

Eric E. Lenck (EL4547)  
80 Pine Street  
New York, NY 10005  
(212) 425-1900  
(212) 425-1901 fax

To: BLANK ROME LLP  
Attorneys for Defendant  
TRANS POWER CO. LTD.  
The Chrysler Building  
405 Lexington Avenue  
New York, NY 10174-0208  
Attention: Jeremy J.O. Harwood (JH 9012)

**ATTORNEY VERIFICATION**

State of New York      )  
                            ) ss.:  
County of New York    )

ERIC E. LENCK, being duly sworn, deposes and says as follows:

1.     I am a partner with the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Answer to Counterclaim and know the contents thereof, and the same is true to the best of my knowledge, information and belief.

2.     The sources of my information and the grounds for my belief are communications, information and documentation provided by our client through their English solicitors.

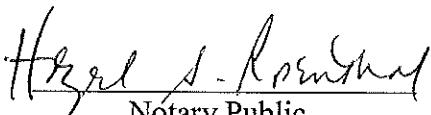
3.     The reason this verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.



---

Eric E. Lenck

Sworn to before me this  
23<sup>rd</sup> day of April, 2008



Notary Public

HAZEL S. ROSENTHAL  
Notary Public, State of New York  
No. 01RO4641178  
Qualified in Queens County  
Certified in New York County  
Commission Expires Dec. 31, 2010